

# **EXHIBIT - A**

**FOREMOST INDUSTRIES, INC.**  
**GIFT AGREEMENT**  
**Appalachian Bible College**

This Gift Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2015 by and among FOREMOST INDUSTRIES, INC., a Pennsylvania corporation, with its principal place of business located at 2371 Buchanan Trail West, Greencastle, Pennsylvania 17225 (hereinafter referred to as "the Donor"), and APPALACHIAN BIBLE COLLEGE of Mount Hope, West Virginia (hereinafter referred to as "ABC").

The Donor and ABC agree as follows:

1. Donor Commitment. The Donor hereby pledges, and agrees to give, to ABC the sum of Four Million (\$4,000,000) Dollars, which as provided for herein is designated for the benefit of ABC.
2. Donor Purpose. It is understood and agreed that the gift will be designated for use as unrestricted funding for the priorities authorized by ABC.
3. Payment. It is further understood and agreed that this Four Million (\$4,000,000) Dollar gift will be paid to ABC in the five following installments:

\$800,000 to be paid on April 1, 2016  
\$800,000 to be paid on April 1, 2017  
\$800,000 to be paid on April 1, 2018  
\$800,000 to be paid on April 1, 2019  
\$800,000 to be paid on April 1, 2020

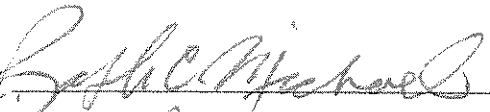
It is also understood and agreed that the gift funds as received may be invested by ABC as it shall best determine pending distribution to the purpose or purposes described herein.

4. Intent To Be Legally Bound. It is the agreement of the parties and the intention and wish of the Donor that this gift and any unpaid promised installment under this Agreement shall constitute the Donor's legally binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and the Donor's successors and permitted assigns; Donor shall not assign its rights or delegate its obligations under this Agreement to anyone else or any other company without the prior written consent of ABC; provided, however, that the Donor may assign its rights or delegate its obligations under this Agreement, without the prior written consent of ABC, to any wholly owned subsidiary of the Donor. The Donor acknowledges that ABC is relying, and shall continue to rely, to its detriment on the Donor's gift being fully satisfied as set forth herein. Further, the Donor acknowledges that its agreement in this Agreement to give ABC this Four Million (\$4,000,000) Dollars is an inducement for other donors to make contributions and gifts to ABC for its charitable purposes. Pursuant to Pennsylvania's Uniform Written Obligation Act (33 Pa.C.S.A. § 6), the Donor intends to be legally bound by the terms of this Agreement.

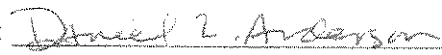
5. Amendment. By mutual consent of ABC and the Donor, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.
6. 501(c)(3) Status. ABC represents and warrants to the Donor that ABC is a tax-exempt entity pursuant to Section 501(c)(3) or other applicable sections of the Internal Revenue Code.
7. Time is of the Essence. Time is deemed to be of the essence with respect to all of the terms, conditions, representations, and warranties of this Agreement.
8. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the Commonwealth of Pennsylvania. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures to this Agreement fully intending to legally bind themselves to this Agreement. ;

FOREMOST INDUSTRIES, INC.

By:  (SEAL)  
Title: President

APPALACHIAN BIBLE COLLEGE

By:  (SEAL)  
Title: PRESIDENT